

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF PENNSYLVANIA

IN RE:

JEFFREY KENNETH AMORE

NO. 16-18103 REF
CHAPTER 13

RESPONSE OF FORD MOTOR CREDIT COMPANY LLC
TO OBJECTION TO PROOF OF CLAIM

1. Admitted.
2. Documents speak for themselves.
3. Court deadline a matter of record
4. Admitted. Further, the confirmed Chapter 13 Plan assumed the lease.
5. Admitted
6. Denied. Conclusion of law.

7. Denied. There is no obligation to notify the “undersigned”, i.e., counsel. A notice was mailed to debtor November 16, 2017. The Motor Vehicle Sales Finance Act (cited in the objection as 12 PaCS §6261) does not apply to transactions of true leases of the underlying lease was. (See, 12 Pa CS §6202 “Installment Sale Contract”); Further, Article 2A of the Pennsylvania Uniform Commercial Code, Sections 527 and 530 allow for commercially reasonable sale and recovery of reasonable expenses related thereto. All processes and expenses in this matter were commercially reasonable.

8. Denied. Strict proof is demanded at trial

9. Denied. Conclusion of law. Ford Credit complied with all requirements of the Uniform Commercial Code regarding the disposition of the Vehicle, a Ford Explorer 4x4 V6 XLT. The sale was commercially reasonable, at a regularly conducted public

auction, with all due notices given. It was conducted at Manheim Auto Auction in Lancaster, PA on December 14, 2017 for an auction (i.e., without warranty) sale price of \$26,000 (Exhibit A), which after expenses of sale resulted in a net to Ford Credit of \$25,393.02 (Exhibit B). The Proof of Claim outlines administrative expenses resulting in the post-confirmation deficiency of \$2,457.88. The estimated trade in value of the Vehicle as of February 2018 is between 20,843-\$22,598 (Exhibit C); the November 2017, NADA trade in values are estimated between \$21,975 and \$24,600 (Exhibit D).

WHEREFORE, Ford Motor Credit Company, LLC, prays this Honorable Court to overrule the Objection to the Proof of Claim and for such other relief as is just and equitable.

N.B. This will serve as notice of Ford Credit's intent to appear at hearing.

Date: March 13 2018

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Via PACER